

Terms and Conditions for "UOB Phone Banking, Virtual Interactive Voice Response and Chat Service"

- 1. This service is called "UOB Phone Banking, Virtual Interactive Voice Response and Chat Service".
- 2. The customer (including but not limited to the joint account owner / the person who is authorized to withdraw from the customer account / the primary cardholder / supplementary cardholder / any person who applies the service jointly with the customer / the person who is assigned by the customer to use this service, etc.), who is authorized by the Bank to use the Telephone PIN ("T-PIN"), hereinafter referred to as the "Password" which is issued by the Bank and may be changed by the customer at any time, hereby promises to the Bank that after having received this agreement, the customer has read and agrees to abide by / be bound by the terms and conditions for use of the UOB Phone Banking, Virtual Interactive Voice Response and Chat Service, hereinafter referred to as the "Services" as available now and/or to be available in the future, by using the Password in accessing to the various services provided through this Services, including telephone banking service which currently does not require a Password, including but not limit to the banking and financial transactions to be made and/or those affecting all types of accounts which could be the account of the customer and/or other persons, whether such account is maintained with the Bank and/or other banks, such as savings accounts, current accounts, certificate of deposit, fixed deposit, credit facilities accounts, the accounts of credit card, debit cards and ATM including the service of the request/inquiry, change to any information, suspension/freezing, link, and any other service which may be provided by the Bank in the future, etc.
- 3. These Services can be used through any accounts of the customer currently maintained and/or to be opened in the future, provided that it is required to comply with the usage conditions as specified by the Bank.

Change of Password / Issue of New Password

4. In case the customer forgets the Password or the Password is stolen or detected by any person or it is suspicious or known that the Password is used for these Services without customer's permission, the customer shall be entitled to change the T-PIN by itself through the automatic telephone system at any time or notify of the same in writing to Bank branches, in order to request a new Password in place of the previous one. The Bank shall issue a new Password and deliver to the customer within 10 business days from the date of such request and customer agrees that the new or changed Password from time to time shall be the Password for use of Services which is binding on the customer in all respects. The customer also acknowledges that the Password should not be disclosed to any person, and the Bank does not know this Password.

Suspension of Services

5. In the case where the customer enters the incorrect T-PIN 3 times consecutively, the Bank shall be entitled to automatically suspend the use of the customer's T-PIN. If the customer wishes to continue using the T-PIN, the customer must apply for the use of Services again, by contacting the Bank branches.

Service

6. The customer can use the T-PIN for the following services:



- 6.1 To inquire as to the transaction of account, credit card or Cash Plus card.
- 6.2 To inquire as to the status of application for use of Bank's product and the annual fees.
- 6.3 To suspend ATM card, debit card, credit card or cash plus card.
- 6.4 To activate the card, debit card, credit card or cash plus card.
- 6.5 Other services that the Bank may provide in addition.

Bank's liabilities to the customer

- 7. In the event that the Bank performs or fails to perform in accordance with the instructions, causing the customer not to receive the Services without customer's fault, the Bank agrees to be liable for any direct damages that would normally occur, unless such occurrence is not caused by the Bank, such as:
 - 7.1 The account is under legal proceedings or there are suspicious circumstances related to the use of account.
 - 7.2 There is a breach of any conditions or agreements with the Bank.
 - 7.3 The Bank has notified to the customer of any problems prior to or during the transactions.
- 7.4 It is a force majeure event, such as telephone breakdown, power blackouts or failure, computer system or transmission link malfunction, provided that the Bank shall suspend the Services without prior notice to the customer and the customer agrees not to claim any damages arising from such action in all respects.

Notwithstanding any terms and conditions provided hereunder and to the extent permitted by law, the Bank shall not be liable for any indirect or consequential damages (e.g. loss of profit or business opportunity) in any event, whether or not reasonably foreseeable.

Customer's Responsibilities

8. The customer agrees to be responsible for any actions or damages which may occur or are caused by the use of T-PIN before the Customer Service Center has been notified of change of T-PIN, to replace the previous one in case the T-PIN is lost or stolen. The customer shall not be responsible for any actions or damages that occur after 5 minutes from which the Bank has been duly notified. In addition, the customer hereby certifies that any information entered by the customer through the telephone banking service is correct and when the Bank makes any transactions by relying on such information, it can be considered that the Bank has done correctly. If there is any damages and any errors incurred to the Bank, the Bank's representative, the customer agrees to indemnify the Bank, the Bank's representative against such damage in all respects.

Financial Crime

9. Notwithstanding any terms and conditions provided hereunder, the Bank shall be entitled to take all actions the Bank considers appropriate in order for the Bank to meet any obligation or requirement, either in Thailand or elsewhere, in connection with the detection, investigation and prevention of financial crime



including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("**Financial Crime**").

The customer understands and agrees that if any activities, conduct or circumstances the customer is involved in (directly or indirectly) may, in the sole and absolute discretion of the Bank, expose the Bank to legal or reputational risk, or actual or potential regulatory or enforcement actions, the Bank shall at any time, without giving any reason or notice to the customer, have the right to immediately:-

- (a) close all accounts and terminate all services the customer has with the Bank;
- (b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the services;
- (c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding; or
- (d) make reports and take such other actions as the Bank may deem appropriate.

The customer undertakes that the customer will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold the Bank harmless, indemnify the Bank and keep the Bank indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which the Bank may suffer or incur in connection with or arising from any breach by the customer of this undertaking.

Termination of the Service

10. If the customer wishes to terminate this Services, customer is required to notify of termination in writing to the Bank branches, in order to request for termination of the Services. The Bank shall proceed the termination request within 7 business days from the date of duly received such termination request. However, all proceedings above shall not affect any outstanding obligations or any transactions that have been made prior to the date on which the Bank proceeds any above-mentioned actions.

Collection, Use and Disclosure of Information

11. If the Bank collects, uses and/or discloses any information which relates to or is regarded as personal data under the applicable personal data protection laws including the Personal Data Protection Act B.E. 2562 (2019), as amended from time to time (collectively the "Personal Data Protection Laws"), the Bank shall adhere to the Personal Data Protection Laws governing the collection, use, disclosure, access, correction, maintenance and protection of such personal data, as well as the Bank's Privacy Notice.



For the purpose of this Clause, the Bank's **Privacy Notice** means the document, provided and/or announced by the Bank from time to time in connection with the Personal Data Protection Laws to the relevant individuals, that designates all means and rationales for the Bank to collect, use, disclose and manage the individuals' personal data, and shall be deemed an integral part of this Terms and Conditions.

To the extent permitted by the applicable laws, the disclosure of personal data, information of credit/service, history, status, electronic information and any other information relating to the customer shall be made to the Bank's parent company, associated companies, subsidiary companies, group companies, affiliated companies and/or branch offices of any of those entities (either located domestically and/or internationally), including directors, employees, contractors, outsourced service providers, representatives, agents, business facilitators, subcontractors, business partners that jointly develop co-branded products to support the Bank's services, or for the benefit of debt collection, auditors, appraisers and professional advisors of any of those entities, security providers, guarantors, mortgagors, pledgors (if any of those persons is a third party), assignee, governmental authorities and regulatory bodies having authority

over the Bank, or any person who has a legal relationship with the Bank to the extent necessary for the performance of the Bank's obligations under this Terms and Conditions, including for the purpose of analysis or consideration for granting a credit facility, debt restructuring, renewal or review of any available credit facility, processing of credit information, digital verification of individuals' identity, business operation, any provision of services in order for the Bank to equitably and continually provide services to the customer or for any other purposes permitted by law.

Notwithstanding the foregoing, the customer agrees and consent that the Bank shall be entitled, to the extent permitted by law, to maintain, collect, use, disclose to any third party (either domestically and/or internationally) and access the customer's data which is not regarded as personal data under the Personal Data Protection Laws, as the Bank deems appropriate.

The Bank's Privacy Notice, the provision of this clause and such other provisions in this Terms and Conditions of which their respective nature is intended to continue post-termination, shall survive any termination or expiration of this Terms and Conditions or any services, financial services provided by or to the Bank or credit facilities provided by the Bank including any agreements or arrangements relating thereto.

Other Conditions

- 12. In the event that the customer is a juristic person, if any notice of the customer to the Bank is given by any person who is assigned by customer, the customer agrees to be bound by such notice in all respects, even if it is not duly done by an authorized director with a seal affixed.
- 13. The Bank shall send a written notice by registered post to the last known address or any places as notified by the customer to the Bank or to the address last changed and notified. Any communication, general notice, approval notice of credit limit, billing statement, receipt, news notification, offer of goods/services, general documents, demand, notice of follow-up or debt collection by specifying the unpaid amount, that the Bank or any other person designated by the Bank sends it by post or electronic mail (to E-Mail Address), sends messages via other electronic media, as given to the Bank or delivers it to the address, workplace or any places last changed and notified or other places as shown in this request form or other request forms or as shown in the civil registration, shall be deemed to have been delivered to the customer legally. The customer acknowledges that the Bank can store the information regarding the change of address/contact place and/or other information of the customer at the Customer Service Center through the service of interactive voice response



(IVR) or other channels to be provided by the Bank. The customer is not required to provide any other evidence for confirmation unless otherwise requested by the Bank.

14. Agreements, terms and conditions, interest rates, fees, penalties, expenses or service charges as prescribed by the Bank shall be in accordance with the Bank notifications which are announced at the Bank's branches and on Bank's website (www.uob.co.th).

To the extent permitted by law, the amendment or exception to or under the terms and conditions shall not be made without the Bank's prior written consent.

In the event that there is a change to the terms and conditions of any product or service in relation to this Terms and Conditions that impacts on the customer's use of services such as fee adjustments for the use of financial products or services in corresponding to the increased costs, changing service channels, changing conditions or benefits of a financial product or service, changing due date for debt settlement, the Bank shall communicate to or notify the customer clearly of

the material changes not less than 30 days prior to the effective date of such change. Unless there may be significant damage to the Bank, such as the suspension or cancellation of credit card usage in the event that the Bank detect that there is a potential fraud or where the customer defaults on the debt or fails to comply with the terms and conditions of using the financial services, the Bank shall be entitled to only notify relevant actions to the customer after such change within a reasonable period of time, except where the parties have agreed otherwise.

In this regard, communicating or notifying the material changes under the preceding paragraph does not include circumstances where the Bank is required to take action under the law or order of the court or any government agency.

In the event that a particular change affects the service available to the customer in a way that causing disadvantageous or increase burdens to the customer, such as increasing limit on credit card or cash card, changing method of notification, the delivery of information and documents from the original method to the electronic format, the customer has the right to provide consent or deny of such change. In the case where the customer wishes to change such conditions, the customer shall provide consent for the change within the period and in the formats as specified by the Bank.



Additional Terms and Conditions for Supplementary Services

In addition to the **UOB Phone Banking Service** for the customer's convenience, the Bank may provide **Chat Service** (the service of automatic conversation response through the computer program), **Chat Assist** (a chat service application that enables the customer to interact with the Bank via an online digital platform. This includes chatting with "**live**" agents of the Bank, as well as receiving automated "**bot**" responses where applicable. The Bank may from time to time review and change the list of services and/or nature of enquiries available via Chat Assist), **IVR: Interactive Voice Response** (the service of automatic information provision through the phone) and **VIVR: Virtual Interactive Voice Response** (the service of automatic information provision with the pictures through the phone), in this part shall be called "**Supplementary Services**".

In relation to these Supplementary Services, the Bank may amend the description of the service, additional conditions, various restrictions, including may suspend the use thereof.

Data Collection for Supplementary Services: In addition to the terms of collection, use and disclosure of information, the customer acknowledges that based on the nature of the use of these Supplementary Services, there shall be an interactive conversation between the customer and the Bank, and the customer has given consent to use the customer's electronic device for interaction with the Bank. For security of the customer, the Bank recommends that the customer deletes all chat messages arising out of the use of these Supplementary Services from the customer's electronic device at all times. However, such chat messages and any responses through these Supplementary Services shall be collected by the Bank for the benefit of the customer under the "Bank's Privacy Notice" including related laws.

Additional Suggestions for Security:

- The customer should keep the electronic device using the Supplementary Services secured, confidential and should not share the use of this electronic device with any person.
- The customer acknowledges that in the event that the customer shares the use of the electronic device using the Supplementary Services with any person, such person may be able to have access to the conversations or any responses of the customer. The customer should keep the password, personal information, any information that may lead to the identity of the customer confidential.
- The customer agrees that the customer decides to use these Supplementary Services on the customer's own and accepts any risks that may arise from any Supplementary Services.
- In case the customer is suspicious of incorrect transactions, unauthorized access to any information by any person, the customer should
 - o cease using these Supplementary Services immediately.
 - o change the password; and
 - o contact the Bank without delay.

With respect to the network operator,

- The customer acknowledges that telephone service, network information, internet signal shall be provided by other persons (network operator) that are not related to the Bank.
- In order to use these Supplementary Services, it may be required to use some information derived from network information, internet signal which shall be provided by the network operator for the service fees normally.



- In order to use these Supplementary Services, it may have restrictions provided by the network operator. Therefore, the customer should also review the terms and conditions of the network operator.
- The Bank shall not be responsible for and does not provide any maintenance services of electronic devices and/or network information, internet signal.

Fees for Supplementary Services: Currently, the Bank does not charge any fees for these Supplementary Services, provided however that, the Bank reserves the right to charge the fees in the future. The Bank shall notify to the customer of the same in advance within a reasonable period of time. The customer will be responsible for all fees that may be imposed by third parties in connection with the customer's usage of these Supplementary Services (e.g. data usage charges, and fees related to telephone, network data, and internet imposed on the customer by network operator) and subjected to any restrictions they may impose on the customer.

Specific Terms for Chat Assist

- 1. The customer may only utilize Chat Assist if the customer has:
 - (1) a valid credit card, debit card or ATM card issued to the customer by the Bank; and
 - (2) a valid mobile number registered with the Bank.

Privacy and Data usage

- 2. By interacting with the Bank through Chat Assist, the customer authorizes the Bank to provide information (the "**Information**") in response to the customer's requests. Messages will be sent to the customer's devices.
- 3. Any messages exchanged between the customer and the Bank through Chat Assist will be collected and used by the Bank in accordance with the Bank's privacy notice at www.uob.co.th/privacy-notice (the "**Privacy Notice**").
- 4. For the customer's security, it is recommended that the customer clears the customer's cache and browsing history from the customer's device after each chat session with Chat Assist.
- 5. Note that clearing the customer's conversation history on the customer's device will only stop it from being displayed on the customer's device upon reconnection. The customer's conversation history with Chat Assist will in any event continue to be retained by the Bank in accordance with the Privacy Notice.

Security



- 6. It is the customer's responsibility to maintain the physical security of the customer's devices and the confidentiality of the Information on the customer's devices and Chat Assist.
- 7. The customer acknowledges that anyone with whom the customer shares the customer's devices may be able to see all messages that the customer has exchanged with the Bank via Chat Assist and the Information, including the customer's conversation history. Accordingly, the Bank advises that the customer:
 - Keep the customer's devices, the customer's user ID and password and other credentials private and confidential.
 - Clear the customer's cache and browsing history regularly.
 - Refrain from sharing the customer's devices which the customer uses to access Chat Assist with any third parties; and
 - Always use available security and passcode lock features on the customer's devices.
- 8. The customer agrees that the customer's use of Chat Assist is at the customer's own risk and that the customer shall not hold the Bank liable for any loss or damage that the customer may suffer as a result of the customer's use of Chat Assist, including any unauthorized access to the Information.
- 9. In the event the customer suspects fraudulent activity or unauthorized access to the customer's personal devices, account and/or personal credentials, the customer should immediately:
 - Clear the customer's cache and browsing history; and
 - Immediately notify the Bank of the suspected fraudulent or abusive activity on the customer's account.

Third party agreements

- 10. The customer's mobile network provider and other third- party services or sites linked to or through Chat Assist have their own terms and conditions and privacy policies and practices. The customer's use of Chat Assist may (i) be subjected to these third- party agreements, (ii) give these third parties access to the customer's personal information, or (iii) otherwise require the customer to use their services or visit their respective websites. It is the customer's responsibility to review and accept any applicable third- party agreements before using Chat Assist.
- 11. The Bank is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or functions of Chat Assist, the customer's devices, or any third party's products or services that may be incorporated or linkable through Chat Assist.



12. The Bank is not responsible for, and do not provide, any support or assistance for any third- party hardware, software or other products or services. If the customer has any questions or issues with a third- party product or service, please contact the appropriate third- party in accordance with its procedures for customer support.